

A. G. Contract No. KR96 0963TRN  
ADOT ECS File: JPA 96-51  
Project: ER-GGH-0(5)P  
Fund: SE009 03C  
Section: Solomon Bride on Sanchez  
Road @ Gila River Section 7 Study

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
GRAHAM COUNTY, ARIZONA

THIS AGREEMENT is entered into December 17, 1996,  
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-  
954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and GRAHAM  
COUNTY acting by and through its BOARD OF SUPERVISORS (the  
"County").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 and 28-112 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The County is empowered by Arizona Revised Statutes  
Section 11-251 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has authorized  
the undersigned to execute this agreement on behalf of the  
County.

3. Congress has authorized appropriations for, but not  
limited to, the design and construction of streets and primary,  
feeder and farm-to-market roads; the replacement of bridges; the  
elimination of roadside obstacles; and the application of  
pavement markings.

4. Such project within the boundary of the County has been  
selected by the County; the field survey of the project has been  
completed; and the plans, estimates and specifications have been  
prepared and, as required, submitted to the Federal Highway  
Administration ("FHWA") for approval.

NO. <u>21260</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/17/96</u>
<u>Jane &amp; Lee Hull</u> Secretary of State
By <u>Vicky Greenwald</u>

5. The only interest of the State in the project is in the acquisition of federal funds for the use and benefit of the County by reason of federal law and regulations under which funds for the project are authorized to be expended.

6. The work embraced by this agreement and the estimated cost are as follows: New Bridge Construction Section 7 Study.

Estimated Project Cost (includes 15% CE)	\$ 62,500.00
Federal Aid Funds @ 80%	\$ 50,000.00
County Funds @ 20% of \$62,500.00	\$ 12,500.00
Total County Funds	\$ 12,500.00

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

## II. SCOPE OF WORK

1. The State shall submit a program containing the aforementioned project to FHWA with the recommendation that it be approved.

a. If such project is approved by FHWA and the funds are available for the project, the State, as authorized agent for the County, with the aid and consent of FHWA will proceed to advertise for, receive proposals, and subject to the concurrence of FHWA and the County, award the contract, enter into a contract with a firm to whom the award is made for the project, such project to be performed, completed, accepted and paid for in accordance with the requirements of the Standard Specifications for Road and Bridge Construction of the Highways Division, Arizona Department of Transportation. Further, the State will enter into a Project Agreement with FHWA covering the work embraced in said contract or in this agreement and will request the maximum federal funds available.

b. Should some unforeseen conditions or circumstances increase the cost of said work required by a change in the extent or scope of the work called for in this agreement, the State shall not be obligated to incur any expenditure in excess of the amount of County's deposit unless and until so authorized in writing by the County.

2. Prior to the solicitation of proposals, the County shall deposit with State funds in the amount determined by the State to be necessary to match federal funds in the ratio required.

Upon completion of the study contract, the State shall return to the County any part of the funds deposited by County remaining after County's pro rata share of the cost, as finally fixed and determined by FHWA, has been paid.

3. The County shall acquire, without cost to the State, the necessary right-of-way and hereby certifies that all necessary rights-of-way have been acquired.

### III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this agreement. The County assumes full responsibility for the design, plans and specifications, reports, the engineering in connection therewith, and the results of the study contemplated, cost over-runs and claims. It is understood and agreed that any damages arising from carrying out, in any respect, the terms of this agreement or any modification thereof, shall be solely the liability of the County and that the County hereby agrees to save and hold harmless and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all cost and/or damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by any activity, condition, or event arising out of the performance or nonperformance of any provisions of this agreement by the State, any of its departments, agencies, officers and employees, the County, any of its agents, officers and employees, or any of its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, expenses of litigation or attorneys' fees.

2. This agreement shall remain in force and effect until completion of the work and related deposits or reimbursements.

3. This agreement shall become effective upon filing with the Secretary of State.

4. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

5. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

6. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

7. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Mail Drop 616E  
Phoenix, AZ 85007

Graham County  
County Manager  
800 Main Street  
Safford, AZ 85546

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.


IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

GRAHAM COUNTY, ARIZONA

STATE OF ARIZONA

Department of Transportation

By   
DELBERT HOUSEHOLDER, Chairman  
Board of Supervisors

By   
PETER L. ENO  
Contract Administrator

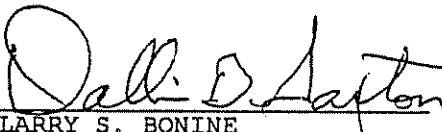
ATTEST

By   
BARBARA FELIX  
Clerk of the Board

RESOLUTION

BE IT RESOLVED on this 16th day of May 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with with Graham County for the purpose of defining responsibilities for conducting a Section 7 Study for Solomon Bridge at the Gila River on Sanchez Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

  
for LARRY S. BONINE  
Director

EXCERPTS OF THE MINUTES OF A MEETING OF  
THE BOARD OF SUPERVISORS OF GRAHAM COUNTY,  
ARIZONA HELD ON NOVEMBER 18, 1996

The Graham County Board of Supervisors met in regular session  
\* this 18th day of November, 1996, at 8:00 a.m., with the following present:

Delbert Householder, Chairman  
Haynes Moore, Member  
Terry J. Bingham, Member

also: Terry Cooper, County Manager  
Barbara Felix, Board Clerk

".....County Engineer John Ward requested approval of Change Order #1 on the Solomon Bridge, Project No. ER-GGH-0(5)P, to change from a culvert to a concrete ramp on the approaches for rain run-off. Upon motion of Supervisor Bingham, seconded by Supervisor Moore, the Board unanimously authorized the Change Order....."

STATE OF ARIZONA) ss.  
COUNTY OF GRAHAM)

I, BARBARA FELIX, Clerk of the Board of Supervisors of Graham county, Arizona, DO HEREBY CERTIFY that this is a true, accurate and complete "Excerpt of Minutes" from those actions of the Board of Supervisors as it relates to Change Order #1 on the Solomon Bridge Project.

Witness my hand this 5th day of December, 1996.

Barbara Felix  
Barbara Felix, Clerk of the  
Graham County Board of Supervisors

APPROVAL OF THE GRAHAM COUNTY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and GRAHAM COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona.

DATED this 27<sup>th</sup> day of November, 1996.

*L. Campbell*, Deputy

County Attorney



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

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**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR96-2640TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 10, 1996.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/2576